

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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Jose Marrero,

Plaintiff,

Case No.: 22-cv-00138

- against -

FED.R.CIV.P. 68 JUDGMENT

Anthony's Automotive Repairs Inc., and Anthony
Vaccaro,

Defendants.

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Whereas pursuant Rule 68 of the Federal Rules of Civil Procedure, Defendants Anthony's Automotive Repairs Inc., and Anthony Vaccaro (collectively, the "Defendants"), having offered to allow Plaintiff Jose Marrero ("Plaintiff") to take a judgment against the Defendants in this action for the total sum of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84) (the "Judgment") payable as follows:

1. A payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) payable within sixty (60) days following the Court's Entry and Order of this Offer of Judgment (the "Initial Payment");
2. Twelve (12) installment monthly payments in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) payable each month (the "Monthly Installment Payments"), with the first Monthly Installment Payment payable thirty (30) days following payment of the Initial Payment, and the subsequent Monthly Installment Payments payable in thirty (30) day installments, thereafter;
3. One final balloon payment in the amount of Twelve Thousand Five Hundred and Sixty Four Dollars and Eighty Four Cents (\$12,564.84) payable thirty (30) days following payment of the final Monthly Installment Payment (the "Final Balloon Payment").

Whereas Defendants shall be in curable default if they fail to make any payment when due pursuant to Paragraphs 1 – 3 of this Judgment. In such case, Plaintiff or his authorized agent shall send a notice via First Class Mail and Email of such default addressed to Defendants' attorney, Tilton Beldner LLP, Attn: Eric S. Tilson, 626 Rxr Plaza, Uniondale, NY 11556, Email: etilton@tiltonbeldner.com. Such default may be cured by Defendants making payment of the delinquent payment within five (5) days of Defendants' attorneys' receipt of Plaintiff's notice of default. Defendants will only be afforded two (2) notice and cure opportunities.

Whereas Defendants' obligation to make each installment payment specified above shall be satisfied when payment is tendered to Plaintiff's counsel's escrow account. Within five (5) days of Plaintiff's counsel's receipt of any installment payment, Plaintiff shall file with the Clerk of the Court a partial satisfaction of judgment indicating the amount of the payment received and to be deducted from the remaining judgment amount. Should Plaintiff fail to file a partial satisfaction of judgment and Defendants take steps to enforce this provision, Defendants shall be entitled to their reasonable attorneys' fees for doing so.

Whereas in the event of Defendants' failure to make any payment when due pursuant to Paragraphs 1 – 3 of this Offer of Judgment, beyond applicable notice and cure periods, the breach shall result in accelerated payment of the entire Judgment amount of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84), together with all costs and attorneys' fees incurred by Plaintiff in connection with any efforts to enforce any Judgment, less any payments made by Defendants as set forth herein.

Whereas the entire Judgment amount of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84) is inclusive of reasonable attorney's fees, costs, and expenses, and apportioned to the legal representation of Plaintiff, for Plaintiff's claims

against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action, Plaintiff's attorney having confirmed acceptance of Defendants' offer of judgment, it is,

ORDERED, ADJUDGED, AND DECREED, that Plaintiff has judgment in the amount of \$35,564.84 as against Defendants.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that this action is hereby dismissed with prejudice as against Defendants.

Dated: _____, 2022
New York, New York

SO ORDERED:

Hon. District Judge
Eric R. Komitee